

NOTICE

The Chattanooga Council of the City of Chattanooga, Tennessee, contemplates passing on second reading said Ordinance 14382 (as more fully described below) on Tuesday, July 14, 2026, at the 3:30 p.m. ET business meeting, held in the Assembly Room of the John P. Franklin Sr. City Council Building, located at 1000 Lindsay Street, Suite 101, Chattanooga, Tennessee:

ORDINANCE NO. 14382

AN ORDINANCE GRANTING UNTO PIPE PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, A FRANCHISE TO CONSTRUCT AND MAINTAIN A ROADWAY THAT ENTERS THROUGH THE EXISTING BUILDING LOCATED AT 2501 CHESTNUT STREET IN CHATTANOOGA, TENNESSEE, AND ANY ASSOCIATED INFRASTRUCTURE AS SHOWN ON THE PLANS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, SUBJECT TO CERTAIN CONDITIONS.

SECTION 1. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that there be and is hereby granted unto Pipe Properties, LLC, a Tennessee limited liability company ("**Grantee**"), a franchise to construct and maintain a roadway that enters through the existing building located at 2501 Chestnut Street in Chattanooga, Tennessee, and any associated infrastructure, as shown on the attached **Exhibit A** [available at <https://bit.ly/4v2Rylc.>]

SECTION 2. BE IT FURTHER ORDAINED that this franchise is granted subject to the following terms and conditions:

1. No structures may be placed over or within City utility easements that would impede access to such easements by the City, except as approved in this franchise.
2. Grantee will comply with all applicable City ordinances and state laws.
3. Grantee will comply with any special requirements of the City Engineer with respect to the specific location and construction of the roadway within the building.
4. That engineering design for the roadway be prepared by a competent engineering group and construction will be performed by a competent contractor.

5. That construction of the roadway will have no adverse effect on any adjacent properties.
6. The City of Chattanooga will assume full and complete responsibility for maintenance of the roadway and will maintain the roadway in a safe condition. Grantee will assume full and complete responsibility for maintenance of the structure through which the roadway enters and will maintain the structure in a safe condition.
7. The City of Chattanooga will suffer no costs of any kind as a result of granting this franchise, except with respect to the City of Chattanooga's maintenance responsibilities set forth in this franchise.
8. Grantee will defend, indemnify and hold harmless the City of Chattanooga, Tennessee, its officers, employees, successors, and assigns from and against any and all actions or claims for damages arising out of or related to the construction or maintenance of the roadway performed by Grantee.
9. Grantee shall provide Grantor evidence of insurance to support its obligation to indemnify the City against losses of whatever kind and nature during construction of the roadway.

SECTION 3. BE IT FURTHER ORDAINED that the term of this franchise shall be for a period of forty (40) years and may be assignable by Grantee. At the end of this term, Grantee may apply for an additional forty (40) year franchise, which will be granted by the City unless there are extraordinary development changes that would require additional consideration.

SECTION 4. BE IT FURTHER ORDAINED that this Ordinance shall not be operative, as distinguished from its effectiveness, unless and until the franchise herein granted is accepted by Grantee by due execution of the acceptance attached hereto.

SECTION 5. BE IT FURTHER ORDAINED that this Ordinance shall take effect two weeks from and after its passage.

Nicole S. Gwyn
Clerk to Council